



STATE OF NEW YORK

**UNEMPLOYMENT INSURANCE APPEAL BOARD**

PO Box 15126

Albany NY 12212-5126

**DECISION OF THE BOARD**

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Mailed and Filed: JUNE 02, 2023

IN THE MATTER OF:

Appeal Board No. 628753

PRESENT: GERALDINE A. REILLY, MEMBER

The Department of Labor issued the initial determination disqualifying the claimant from receiving benefits, effective June 15, 2022, on the basis that the claimant voluntarily separated from employment without good cause. The claimant requested a hearing.

The Administrative Law Judge held a telephone conference hearing at which all parties were accorded a full opportunity to be heard and at which testimony was taken. There were appearances by the claimant and on behalf of the employer. By decision filed March 29, 2023 (), the Administrative Law Judge overruled the initial determination.

The employer appealed the Judge's decision to the Appeal Board.

Based on the record and testimony in this case, the Board makes the following

**FINDINGS OF FACT:** The claimant was employed as a registration clerk by the employer medical center for 13 months until June 14, 2022. While she was employed, she lived in an apartment with her father, but wanted to get an apartment of her own in New York. The claimant was unsuccessful in finding an apartment in New York, since every apartment she was interested in renting required her to make more money than she made to prove her financial stability, and/or wanted her to get a guarantor before renting to her.

Sometime prior to May 2022, the claimant was discussing her situation in a phone call with her aunt, who lives in Florida. Her aunt suggested that the claimant look for a place to live in Florida, where she could also help care

for her ailing uncle who had a seizure disorder and Alzheimer's. The claimant began looking for jobs and an apartment in Florida. The claimant interviewed for a job in Florida that would allow her to work remotely so she could be with her uncle, and found an apartment that she could rent starting June 21, 2022.

The first week of June 2022 the claimant heard from the prospective Florida employer that the claimant would "most likely" be getting the job, but that some issues needed to be discussed with human resources before they could "finalize stuff." Upon learning this, the claimant gave her New York employer 2 weeks' notice, advising that her last day would be June 14, 2022. Thereafter, the claimant learned from the Florida employer that the job was hers, and they discussed when the claimant would start working. Since the claimant was moving into her apartment on June 21, it was agreed that she would start her new job on June 23, 2022.

On June 12, 2022, the claimant was involved in an automobile accident that badly damaged her car, and it was not drivable. The claimant planned to use her car to move all her things to Florida, but was no longer able to do so. The claimant could not find anyone to help her move her belongings to Florida. The claimant informed the Florida employer she was not going to be able to take the position, and advised her future landlord that she would not be taking the apartment.

One of the claimant's friends, who was a mechanic, tried to fix her car, and ordered some parts to see what could be done, but her friend was unable to fix what was needed. In early September 2022, the claimant reached out to her former supervisor at the hospital and said she was interested in getting her job back. He told the claimant to contact the Human Resources department, which the claimant did, and the claimant was told she could not be reinstated.

**OPINION:** The credible evidence establishes that the claimant was separated from employment when she voluntarily resigned, giving the employer hospital two weeks' notice, and advising that her last day of work would be June 14, 2022. However, the record fails to establish that the claimant had good cause to quit for unemployment insurance purposes.

Specifically, the record fails to establish that the claimant had a definitive offer of employment with a definite start date in Florida before she gave her New York employer notice. Although the claimant responded in the affirmative

to leading questions about having received an offer of employment prior to giving the employer notice of her intention to quit, the claimant's spontaneous direct testimony establishes that she did not have a definite offer of employment, or a definite start date, at the time she gave the employer's her two weeks' notice. Rather, the claimant testified that at the time she gave her notice, it was "most likely" that she would be offered the job in Florida, and that it was only after she gave notice that she found out for sure, and a start date of June 23, 2022 was set.

While voluntarily leaving one job when there has been a definitive, bona fide offer of another job, including a certain start date, may be considered a voluntary quit with good cause for unemployment insurance purposes, this record does not establish that a definite offer of employment in Florida had been made to the claimant before she notified her employer of her resignation. Accordingly, we conclude that the claimant was separated from employment under disqualifying circumstances.

DECISION: The decision of the Administrative Law Judge is reversed.

The initial determination, disqualifying the claimant from receiving benefits, effective June 15, 2022, on the basis that the claimant voluntarily separated from employment without good cause, is sustained.

The claimant is denied benefits with respect to the issues decided herein.

GERALDINE A. REILLY, MEMBER